

**COLLECTIVE AGREEMENT**

**between**

**Action Canada for Sexual Health and Rights**

**and**

**The Canadian Union of Public Employees and its  
local 2722-05**

**Effective January 1, 2024, to December 31, 2026**

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## **PREAMBLE**

**WHEREAS** it is the desire of both parties to this Agreement:

- (1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and services.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
- (5) Both parties agree to act in a fair and reasonable manner.
- (6) To promote anti-racism, anti-oppression and equity in the workplace.

## **ARTICLE 1 – MANAGEMENT RIGHTS**

### **1.01 Management Rights**

Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage and direct its workforce, operations and affairs including but not limited to the Employer's right to:

- (a) Maintain order, discipline and efficiency;
- (b) Make and enforce rules, regulations and policies;
- (c) Hire, direct, promote, demote, transfer, assign, lay off, recall, discipline, suspend or otherwise discharge employees, provided that a claim by an employee who has completed their probationary period that the employee has been disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) Determine job content, create and abolish jobs;
- (e) Determine, in the interest of efficient operation and highest standards of service, hours of work, work assignments, work location, methods of doing the work, and the extension, limitation, curtailment or cessation of operations or any part thereof; and
- (f) Plan, direct, evaluate, control, determine the number of personnel required and schedule the work of the employees in the operations of the Employer.

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of Action Canada for Sexual Health and Rights working in, and based out of, the City of Ottawa, save and except Directors and persons above the rank Director, and the Executive Assistant.

Clarity Note: For the purposes of the scope clause above, employees working remotely/teleworking are based out of the City of Ottawa.

### **2.02 No Strike or Lockout**

The Union agrees that during the life of this Collective Agreement, there shall be no strike, picketing, slowdown, or stoppage of work, either complete or partial, and the Employer agrees that there shall be no lockout. The terms "strike" and "lockout" shall be as defined by the Ontario *Labour Relations Act, 1995*, as amended from time to time

### **2.03 Application**

This Collective Agreement shall not apply to volunteers.

## **ARTICLE 3 – DEFINITIONS**

### **3.01 Employee**

Employee shall mean a member of the bargaining unit. An employee shall become a member of the bargaining unit at their start date.

### **3.02 Permanent Employee**

A permanent employee occupies a position which is ongoing. Except where otherwise specified, permanent employees are covered by the terms of this agreement. Permanent positions may be either full-time or part-time. Casual and Term employees are not permanent employees.

### **3.03 Term/Temporary Employee**

A term employee is an employee who is hired for a specific period of employment or for a specific task not to exceed twenty-four (24) months. At the end of the specified period or on the completion of the task, the employee will cease to be employed by the Employer. At the end of the specified period, the organization need not give any further notice of termination to the employee.

The termination of a term-employee at the completion of their contract shall not be the subject of a grievance or-arbitration.

Notwithstanding the above, where possible, employees and the Union will be notified at least ninety (90) days prior to the end of their contract on whether they have the option of renewing/extending their contract.

### **3.04 Full-Time Employee**

A "full-time" employee is an employee who is regularly scheduled to work the normal hours of work for full-time employees set out in Article 14.01.

### **3.05 Part-Time Employee**

A "part-time" employee is an employee who is regularly scheduled to work less than the normal hours of work for full-time employees set out in Article 14.01.

### **3.06 Casual Employee**

A casual employee is an employee who is not regularly scheduled to work but who works on an "as needed" basis and is called in when required. Casual employees are not entitled to any sick leave, seniority or benefits under this Agreement.

### **3.07 Days**

All references to the "days" in this Agreement shall mean calendar days unless otherwise specified.

### **3.08 Employment Standards Act, 2000**

*Employment Standards Act, 2000* shall mean the *Employment Standards Act, 2000* (Ontario), as amended from time to time.

### **3.09 Volunteer**

A volunteer is any person who donates their time and efforts to the Employer in any way and shall include a person who is assigned to the Employer for the purpose of job or skills training. A volunteer is not an employee for purposes of this Agreement.

## **ARTICLE 4 – HUMAN RIGHTS**

The Employer and the Union are committed to actively promoting employment equity and to fostering a work environment that is diverse and inclusive and that is based on respect for all while supportive of the productivity, dignity, and self esteem of every



employee. To this end, the Employer will not tolerate racism or harassment of any kind in the workplace.

Every employee can expect to be treated fairly in the workplace, in an environment free of discrimination based on prejudice, harassment or abuse of authority. The parties agree that this does not restrict the authority of the Employer to meet its obligations under the Collective Agreement.

#### **4.01 No Discrimination**

The Employer and the Union agree that there shall be no discrimination against any employee contrary to the *Ontario Human Rights Code* as amended from time to time.

The Employer and the Union agree that there shall be no discrimination, intimidation, restraint, or coercion exercised or practiced with respect to any employee because of the employee's Union membership or non-membership, or against any employee because of the employee's Union activity or lack of activity within the provisions of this Collective Agreement.

#### **4.02 Anti-Racism and Anti-Oppression Committee**

The Employer and the Union are committed to equity in the workplace as a means to enrich the work environment and affirm their commitment to applying equity principles with respect to bargaining unit members, subject to the terms of this Collective Agreement.

To that end, the Parties shall establish an Anti-Racism and Anti-Oppression Committee (the "Committee") composed of an equal number of representatives of the Union and the Employer. The Parties shall take turns chairing the meetings and is meant to be a collaborative space. The purpose of the committee will be to discuss and make recommendations with respect to the following matters which may impact members of the bargaining unit:

- issues relating to all forms of oppression;
- policy development;
- barriers in the workplace for groups traditionally discriminated against on the basis of race, gender identity and expression, sexuality, disability, etc. or criminalization on the basis of these grounds;
- positive measures that will enhance equity;
- role of seniority in the workplace and measures of facilitating access to employment opportunities such as the use of constructive seniority and freezing seniority;
- training opportunities for staff on anti-oppression and anti-racism matters.

The Committee shall make recommendations to the Employer with respect to the development of special programs for the bargaining unit in accordance with subsection 14(1) of the Ontario *Human Rights Code*.

The Committee can make recommendations, but its role shall be consultative and the Committee shall not have the opportunity to bind the Union and/or the Employer.

The Parties shall meet quarterly unless otherwise agreed by the Parties. Bargaining unit members who sit on the Committee shall suffer no loss of pay or benefits for time spent attending the Committee meetings.

It is understood that a bargaining unit members of the Committee can prepare and work on committee tasks prior to each meeting during their working hours.

The Parties agree to abide by the Terms of Reference for the Committee developed and agreed upon by all Parties.

- 4.03** A grievance concerning the discrimination or harassment of an employee may be initiated at Step 1 of the Grievance procedure. Notwithstanding the time limit imposed at Step 1 of article 8.03, the Union may file a grievance in writing to be submitted to the Supervisor or designate within thirty (30) working days after the circumstance giving rise to the complaint(s) has occurred or ought reasonably to have come to the attention of the employee.

## **ARTICLE 5 – UNION BUSINESS AND CHECKOFF**

### **5.01 Check-off Payments**

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with the written direction issued by the Union.

### **5.02 Deductions**

Deductions shall be forwarded to the national Secretary-Treasurer of the Canadian Union of Public Employees no later than the fifteenth (15<sup>th</sup>) day of each month following the month that such deductions were made. It is understood that CUPE National will deduct the National per capita tax and Defence Fund in accordance with the CUPE Constitution and Defence Fund Regulations and return the remainder of the dues to the Local. The deductions shall be accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

The Union agrees to indemnify and hold the Employer harmless with respect to all deductions made pursuant to this Article and with respect to any liability or claim made against the Employer by the employee(s) or any other person arising out of deductions made pursuant to this Article.

### **5.03 Union Representatives**

The Union acknowledges that Union Representatives must continue to perform their regular duties, and that there will be no undue disruption of work.

The Union will provide the Employer with the names of its representatives, steward, and committee members with whom the Employer may be required to transact business.

### **5.04 No Other Agreements**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

### **5.05 Union Activity**

The Union agrees that there will be no union activity or solicitation of membership on the Employer's time or premises except with the written permission of the Employer or as otherwise specifically provided for in this Agreement.

### **5.06 Union Orientation**

The Union shall be given an opportunity to meet with each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

### **5.07 Correspondence**

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or designate and the Unit Chair or designate with a copy sent to the National Representative of the Union.

### **5.08 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. An electronic version of the Collective Agreement shall be available to all employees.

## **ARTICLE 6 – PROBATION**

**6.01** A newly hired employee shall be on probation for the first six (6) months of employment.

- 6.02** Notwithstanding article 6.01, a term/temporary employee hired for a period of less than twelve (12) months shall be on probation for the first three (3) months of their employment.
- 6.03** Except as noted in this Agreement, during the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.
- 6.04** The probationary period shall be extended by a period equivalent to any paid or unpaid leave taken which is greater than one (1) week.
- 6.05** In addition to the above, by mutual agreement of the Employer and the Union, the probationary period may be extended for a maximum of sixty (60) days.
- 6.06** It is understood that the Supervisor will check in with the probationary employee on a monthly basis to provide feedback.
- 6.07** A probationary employee may be released or discharged in the absence of just cause at the absolute discretion of the Employer. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration, unless the termination is discriminatory, arbitrary or in bad faith.

## **ARTICLE 7 – LABOUR MANAGEMENT/BARGAINING COMMITTEES**

### **7.01 Labour Management Committee**

- (a) A Union-Management Committee shall be established composed of two (2) representatives of each the Union and the Employer. On request, one (1) additional member may participate on each side on agreement of the Committee.
- (b) The Committee shall meet quarterly at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent attending the Committee meeting.
- (c) The purpose of such meetings shall be to discuss issues and policies relating to the workplace which affect the parties. The Committee shall be free to discuss items found in the Collective Agreement where agreement is needed on intent and interpretation.
- (d) The Committee shall not supersede the activities of any other Committee of the Union or the Employer and does not have the power to bind either the Union, its members or the Employer to any decisions or conclusions reached in its discussions.
- (e) Members of the Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

- (f) A representative each of the Employer and of the Union shall be designated as joint chairpersons and shall alternate in presiding over meetings and preparing notices, agendas, and minutes.
- (g) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive an electronic copy of the minutes within one (1) week after they are prepared and signed.
- (h) The Committee shall not have the power to add, amend, delete, or change any part of the Collective Agreement.

## **7.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union members of the Committee. It is understood that the CUPE National Representative is an additional member of the Union Bargaining Committee beyond the three (3) identified above. Any time spent absent from regular duties shall be without pay. The Employer will continue to pay the employees and the Union will reimburse the Employer for the salary cost of the employees.

# **ARTICLE 8 – GRIEVANCE PROCEDURE**

## **8.01 Definition of Grievances**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.

## **8.02 Union Grievances**

Individual Grievance: Any dispute affecting one (1) employee constitutes an individual grievance.

Group Grievance: Any dispute affecting two (2) or more employees which is taken up on their behalf by the Union constitutes a group grievance.

Policy Grievance: Any dispute arising between the Employer and the Union on matters which involve the interpretation, application, or administration of the Collective Agreement in whole or in part shall be termed a policy grievance and shall start at Step 2 of the grievance process.

### **8.03 Settling of Complaints and Grievances**

An earnest effort shall be made to settle complaints and grievances fairly and promptly in the following manner:

#### **Complaint Stage**

It is understood that an employee has no grievance until they have first discussed the matter with the employee's Supervisor or designate within ten (10) working days after the circumstance giving rise to the complaint has occurred or ought reasonably to have come to the attention of the employee. If the concern relates to the employee's Supervisor, the employee shall discuss the matter with the Executive Director before filing a formal written grievance.

If the responses above remain unsatisfactory, the complaint shall be processed as follows:

#### **Step 1**

If the matter cannot be resolved at the Complaint Stage, the Union shall file a grievance in writing to be submitted to the Supervisor or designate within ten (10) working days of the response to the complaint at the Complaint Stage. The grievance must outline the issue at hand (nature of the dispute), the relevant provisions of the Collective Agreement alleged to have been breached and the remedy sought, and it must be signed and dated by the employee and the Union Representative. Electronic signatures will be recognized.

The Supervisor or designate shall meet with the Union representative within ten (10) working days from the day on which the grievance was received by their office and shall, within ten (10) working days from the meeting, render a decision in writing. Aggrieved employees can participate in these meetings if they so choose.

#### **Step 2**

Failing settlement of the grievance at Step 1, the Union may forward a copy of the grievance to the Executive Director or designate within ten (10) working days of the date upon which the Supervisor's written decision was delivered or, if a decision was not rendered, the date upon which the decision was due, whichever occurred first.

The Executive Director or designate shall, within ten (10) working days of the date the grievance was received in their office, meet with the Union representative to discuss the grievance. In cases of individual or group grievance, the grievor(s) can attend the Step 2 meeting if they so choose. The Executive Director shall within ten (10) working days of the meeting, notify the Union in writing of their decision with regards to the grievance.

### **Step 3**

Failing settlement of the grievance at Step 2, either party may submit the grievance to arbitration for final disposition in accordance with the procedure for arbitration of grievances contained in this Agreement within twenty (20) working days of the date upon which the Executive Director's decision was delivered or, if a decision was not rendered, the date upon which the decision was due, whichever first occurs.

#### **8.04 Mediation**

By mutual agreement, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediator.

#### **8.05 Labour Management Committee**

Prior to filing a grievance, the parties may also table the complaint for discussion at the labour management committee. It is understood that this step shall not replace the complaint stage. Any settlement discussions will be deemed to be without prejudice. The parties may agree in writing to extend the time limits in Article 8 or 9 to facilitate the discussions at the labour management committee. It is understood that this Article shall apply to matters which would otherwise constitute an individual, group, policy, or Employer grievance.

#### **8.06 Employer Grievance**

The Employer shall have the right to initiate a grievance at Step 2 by forwarding the grievance in writing to the Unit Chair of the Local Bargaining Unit, with a copy to the National Representative. The Union shall reply within ten (10) working days of its receipt of the grievance.

#### **8.07 Time Limits**

The time limits expressed in this Article and in Article 9 may only be extended by mutual written agreement between the Union and the Employer. Should the Employer not respond within the time limits above, the Union can move the grievance forward to the next step of the grievance process, including referral to arbitration. Should the Union not respond to an Employer grievance within the time limits above, the Employer can move the grievance forward to the next step of the grievance process, including referral to arbitration. If an unresolved grievance is not advanced to the next stage within the specified time limits, the grievance shall be deemed to have been abandoned.

#### **8.08** No matter may be submitted to arbitration which has not been properly carried through all steps of the grievance procedure.

## **ARTICLE 9 – ARBITRATION**

- 9.01** Any dispute or grievance concerning the interpretation, application or administration of this Collective Agreement, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, which has been processed in accordance with the grievance procedure and which remains unresolved, may be submitted to arbitration.

When either party to this Agreement requests that a grievance be submitted to arbitration, they shall give written notice of their intention to the other party by email within twenty (20) working days of the decision in Step 2 being communicated.

- 9.02** The party referring the matter to arbitration shall provide the other party the names of suggested arbitrators to act as sole arbitrator to hear and determine the matter. The party receiving the notice may also submit an alternate list of arbitrators. If there is no agreement to an arbitrator within thirty (30) working days of the submission to arbitration, the party advancing the grievance may request the Minister of Labour for the Province of Ontario to appoint a sole arbitrator.
- 9.03** Each party shall bear equally the fees and expenses of the Arbitrator.
- 9.04** The decision of the Arbitrator shall be final and binding on both parties to the Agreement as well as upon the employee or employees involved in the dispute.
- 9.05** The Arbitrator shall not have any power to alter or change any provision in this Agreement or to substitute any new provision for an existing provision nor to render any decision inconsistent with the terms and content of this Agreement.

## **ARTICLE 10 – RESIGNATION, DISCIPLINE AND DISCHARGE**

### **10.01 Just Cause**

The Employer shall not discipline or discharge any employee who has completed their probationary period except for just cause. Employees will be advised in writing of the grounds for discipline and the disciplinary actions. The discipline shall be issued in the presence of their union representative, if the employee so chooses.



## **10.02 Disciplinary Record**

Discipline shall be removed from an employee's file provided that there have been no further disciplinary measures within eighteen (18) months from the last disciplinary action.

Notwithstanding the above, any discipline related to harassment, violence, privacy, racism, exploitation, or abuse shall remain on an employee's file in perpetuity.

## **10.03 Personnel Records**

On appointment, an employee shall have the right to have reasonable access to review their personnel record. An employee shall have the right to make copies of any material contained in their personnel record.

## **10.04 May Omit Grievance Steps**

A grievance concerning the discharge of an employee may be initiated at Step 2.

## **10.05 Resignation**

An employee who resigns is required to give three (3) weeks' notice in writing to the Employer.

# **ARTICLE 11 – SENIORITY**

## **11.01 Seniority Defined**

Seniority is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis. The seniority date shall be calculated from the employee's start date with the Employer from the most recent day of hire. Casual employees shall not acquire seniority.

In the event that two (2) or more employees share the same seniority date, and there is a requirement for a tiebreaker, the seniority will be determined by lot drawn in the presence of the Bargaining Unit Chair and the Executive Director.

## **11.02 Seniority List**

The Employer shall maintain a seniority list showing the name of the employee, their position, and seniority date. An up-to-date seniority list shall be sent to the Union and posted in January and July of each year.

### **11.03 Loss of Seniority**

An employee shall not lose seniority if absent from work because of sickness, disability, accident, layoff or leave approved by the Employer, except as provided below.

An employee shall lose seniority and their employment shall terminate in the event:

- (a) The employee is discharged for just cause and not reinstated;
- (b) The employee resigns and a twenty-four (24) hour reconsideration period is complete;
- (c) The employee retires;
- (d) The employee is absent from work in excess of three (3) consecutive workdays without notifying the Employer or providing the Employer with a satisfactory reason for the absence;
- (e) The employee utilizes a leave of absence for purposes other than those for which the leave was granted;
- (f) The employee fails to return to work within two (2) weeks following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's contact information including current mailing address, e-mail and phone number;
- (g) The employee is laid off and not recalled within the period of time permitted under this Agreement.
- (h) Subject to the Ontario *Human Rights Code*, the employee is absent for more than twenty-four (24) months because of illness and/or injury.

### **11.04 Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain seniority accumulated up to the date of leaving the unit and shall be subject to a sixty (60) day trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to continue to perform the duties of the position, they shall be returned to their former position in the bargaining unit at their former salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and salary rate, without loss of seniority.

## **ARTICLE 12 – PROMOTIONS AND STAFF CHANGES**

### **12.01**

#### **(a) Internal Job Postings**

Where the Employer wishes to fill a permanent full-time or part-time vacancy, a new permanent full-time or part-time position or a term/temporary assignment for a term of six (6) months or more, the following shall apply:

- (i) The Employer shall email a notice of the posting to all employees, including those on the recall list, with a copy to the Union, so that interested employees can apply.
- (ii) Employees who have not successfully completed their probationary period shall not be eligible to apply for any posted vacancies.
- (iii) All subsequent vacancies, which the Employer intends to fill, resulting from the appointment of an employee internally shall be posted for five (5) calendar days.
- (iv) The Employer may temporarily fill a posted vacancy at its discretion until the successful candidate has been chosen.

#### **(b) Information in Postings**

The notice shall contain the following information: Nature of position, qualifications, including required knowledge, experience and education, skills, hours of work, wage or salary rate or range.

#### **(c) Outside Advertising**

The Employer may conduct outside advertising for external candidates at any time. It is understood that internal applicants shall receive first consideration for vacancies posted in accordance with this Article. For clarification purposes, save and except as provided under 12.01(a)(iv), no external application shall be reviewed before all internal applications have been processed.

### **12.02 Methods of Making Appointment**

#### **(a) Permanent Positions and Term/Temporary Positions of Six (6) Months or More**

In making appointments, the Employer will consider the following factors: skills, abilities, experience, and qualifications to perform the duties of the position. Where such factors are relatively equal, seniority shall be the

determining factor. The successful applicant shall be notified in writing of their appointment. The Employer may not reject the application of an internal candidate based on the Employer's perception that the transfer or promotion of the candidate will result in organizational inefficiency due to the candidate's current position becoming vacant.

**(b) Term/Temporary Positions of Less than Six (6) Months and Casual Assignments**

Term/Temporary vacancies anticipated to be less than six (6) months in duration and casual assignments may be filled at the discretion of the Employer.

**12.03 Trial Period**

The successful internal applicant shall be placed on trial for a period of sixty (60) days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unwilling to perform the duties of the position, the employee shall be returned to their former position and rate of pay. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and rate of pay. The Trial Period may be extended by mutual agreement between the parties.

**ARTICLE 13 – LAYOFFS AND RECALLS**

**13.01 Application**

The layoff and recall set out in this Article shall not apply to casual or term/temporary employees. Where the employment of a term employee ends prior to the end date of their term or on the termination of employment of a casual employee due to a lack of work, they shall be provided with notice or pay in lieu of notice, and severance pay if applicable, in accordance with the *Employment Standards Act, 2000* and such other entitlements as may be required by the *Employment Standards Act, 2000*.

**13.02 Definition of Layoff**

A permanent layoff shall mean the elimination of a position(s) or a layoff which exceeds the period of temporary layoff.

A temporary layoff is a layoff not expected to last longer than twenty (20) weeks.

Decisions as to layoff will be guided by program objectives and available funding. Seniority shall be effective to the extent outlined in Articles 12.02 and 13.03(d).

In the case of a layoff, there may be changes to the workplans for employee(s) who have not been laid off; however, workload will be considered to ensure that the work assignments are not excessive or unreasonable, acknowledging the employee's regular hours of work.

### **13.03 Recall**

- (a) Recall List: Permanent employees who are laid off shall be placed on the recall list. Copies of the current recall list shall be provided by the Employer to the Union on request.
- (b) Length of Recall: A permanent employee shall be eligible to remain on the recall list for a period of up to one (1) year, subject to the provisions set out in this Article.
- (c) Notice of Current Address: The Employer will notify individuals on the recall list of posted vacancies at their last known email address, on the first day the vacancy is posted. Employees on the recall list shall be considered internal candidates in job postings under Article 12.
- (d) Process:
  - (i) Employees on the recall list shall have priority to recall to their own position without posting under Article 12.
  - (ii) Any remaining vacancies which the Employer wishes to fill which have not been filled through Article 13.03(d)(i) shall be posted and filled in accordance with Article 12.
  - (iii) No new employees shall be hired until those on the recall list have had the opportunity to be considered in accordance with Articles 12 and 13.
- (e) Forfeit of Recall Rights: An employee on the recall list who does not respond to a notice of recall within two (2) weeks of issuance shall have their name removed from the recall list and shall forfeit recall rights.
- (f) Benefits: The Employer shall continue to remit premiums for eligible laid off employees on the Recall List with respect to their continued participation in Health, Dental, AD&D and Life Insurance coverage for a period of up to one hundred and forty (140) days, provided that the laid off employee(s) make immediate arrangements to issue payment for their contributions to premium payments. During that period, should the employee obtain coverage elsewhere, they are obligated to contact the Employer to cancel benefits.

### **13.04 Implementation of Layoff**

- (a) The Employer shall give the Union at least two (2) weeks' notice prior to serving any employee with a Notice of Layoff. The Notice of Layoff shall include whether the layoff is permanent or temporary.
- (b) Where, at the time of issuance of the Notice of layoff in 13.04(a), the Employer identifies the layoff as temporary, the affected employees will be notified as soon as possible and will be placed on a Recall List per Article 13.03. If they have not been recalled after twenty (20) weeks, the layoff will be deemed to be permanent and Article 13.04(d) shall apply.
- (c) Employees who are subject to a permanent layoff may elect to exercise one (1) of the following options within two (2) weeks of receiving the Notice of Layoff:
  - i. To accept the layoff as permanent and receive severance payment (if applicable) in accordance with the *Employment Standards Act, 2000* and such other entitlements as may be required in accordance with the *Employment Standards Act, 2000*. In such circumstances, the employee shall forfeit recall rights and the employee's seniority and employment shall terminate; or
  - ii. Elect to be placed on the Recall List for the period set out under Article 13.03(b).
- (d) Where the Notice of Layoff identified the layoff as temporary and the layoff exceeded the maximum layoff period, the election in Article 13.04(c) shall be made within two (2) weeks of the expiry of the period of temporary layoff.
- (e) Once the employee makes their election in Article 13.04(c) or (d), as applicable, the election shall be binding on the employee. Where the employee fails to make an election, they will be deemed to have elected to retain their recall rights.

### **13.05 Grievance on Layoff and Recall**

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 14 – HOURS OF WORK**

The following provisions are intended to define normal hours of work and shall not be construed as guarantee of hours of work per week, or days of work per week.

### **14.01 Normal Hours of Work**

The normal hours of work for full-time employees shall be seven and one-half (7.5) hours per day, for a total of thirty-seven and one-half (37.5) hours per week. This does not include a thirty (30) minute unpaid meal break per day. Such work hours shall normally be scheduled from Monday to Friday, inclusive during the hours between 7 a.m. and 6 p.m. (EST/EDT as applicable in Ottawa), unless otherwise directed by the Employer.

### **14.02 Flex Time**

Subject to approval in writing by the Supervisor or designate, the hours of an employee may be flexed over an alternate work period provided that the majority of the hours of work are scheduled during normal hours of work in Article 14.01, and the employee is able to attend to their work obligations, including attendance at scheduled meetings. An employee working such alternative hours shall maintain written records of all hours worked. It is understood that the purpose of flex hours is to have flexibility in scheduling hours of work and does not increase the total number of hours worked in a week.

Notwithstanding the above, in exceptional circumstances and with Employer approval, employees may flex their time within a two-week period.

**14.03** Travel is the time spent in transit to attend to authorized Action Canada business and does not include commuting time.

**14.04** Where an employee is required to travel for purposes of authorized Action Canada business or attend scheduled meetings on evenings or weekends, they shall use flex time whenever possible. Otherwise, the employee will be granted an equivalent amount of time off for all travel outside the normal hours of work and such time shall not accrue at overtime rates except as may be required under the *Employment Standards Act, 2000*.

## ARTICLE 15 – OVERTIME

- 15.01** All overtime shall be authorized and approved in advance by the employee's Supervisor, except under exceptional circumstances where pre-approval is not possible.
- 15.02** For the purpose of calculating overtime, the hours worked by an employee in excess of thirty-seven and one-half (37.5) hours per week shall constitute overtime. No overtime shall be a direct result of flex time. An employee who works overtime must submit overtime hours to their Supervisor.
- 15.03** (a) Overtime shall be banked and taken as lieu time.
- (b) Overtime shall be banked for all hours worked in excess of thirty-seven and one half (37.5) hours in a week at a rate of one (1) time the employee's regular straight time hourly rate of pay.
- (c) Overtime shall be banked for all hours worked in excess of forty-four (44) hours in a week at a rate of one and one half (1.5) times the employee's regular straight time hourly rate of pay.
- 15.04** Lieu time shall be taken at a time or times mutually agreeable to the Supervisor and the employee, within four (4) months of occurrence. Accumulated lieu time may be used in conjunction with other time off. Subject to Article 19.06, no more than three (3) consecutive lieu days will be taken at one (1) time, unless approved by a Supervisor. Reasonable expectations of maintaining operations will be considered when approving requests for time off.
- 15.05** Subject to any other limitations contained in the *Employment Standards Act, 2000* and subject to Article 17.07, a maximum of five (5) days of lieu time may be carried over from one (1) fiscal year to the next.
- 15.06** At or before the time when an employee has accumulated five (5) days of lieu time, the employee shall endeavour to engage, or shall be engaged by their supervisor, in discussion about ways and means of better managing the workload and time.



## ARTICLE 16 – STATUTORY HOLIDAYS

**16.01** The Employer recognizes the following paid holidays for full-time employees:

New Year's Day	Canada Day
Family Day	Labour Day
National Day of Truth and Reconciliation	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Civic Holiday	

**16.02** Part-time and casual employees shall receive holidays in accordance with the *Employment Standards Act, 2000*.

### **16.03 Winter Holiday Closure**

Action Canada's offices shall be closed on business days designated by the Employer during a two (2)-week period which includes the period between December 24<sup>th</sup> and January 1<sup>st</sup> inclusive. In addition to the holidays recognized under Article 16.01, full-time employees shall receive time off without loss of pay for any other normal working day which they would otherwise have been scheduled to work during this two (2)-week period. The parties recognize that time off during this closure period is in lieu of additional vacation entitlements.

**16.04** Full-time employees required to work during this period or during a regular paid holiday will receive an equivalent number of days off at another time.

**16.05** With the approval of the Executive Director, an employee may substitute up to three (3) of the holidays available under Article 16.01 for any other personal observance day. Where additional substitutions beyond the three (3) days are required for religious/cultural observances, the Executive Director may consider a further six (6) substitutions for the holidays available under Article 16.01. In any case of substitutions, the employee shall work on the designated holiday under Article 16.01 at their regular rate of pay. All substitutions shall be at no additional costs to the Employer. Requests shall be made in writing at least two (2) weeks prior to the holiday being substituted, must be confirmed by written agreement between the parties in advance of the holiday, and such other requirements to be compliant with section 27(1) of the *Employment Standards Act, 2000* failing which, no substitutions will be permitted.

## ARTICLE 17 – VACATION

**17.01** Full-time employees shall accrue vacation with pay as follows:

Service	Rate of Vacation Accrual per Month Worked	Max Vacation Days
Start of Employment up to and including the second (2 <sup>nd</sup> ) year of service	1.25	15
After completing the second (2 <sup>nd</sup> ) year up to and including the seventh (7 <sup>th</sup> ) year of service	1.66	20
After completing the seventh (7 <sup>th</sup> ) year of service	2.08	25

Any change in the rate of vacation accrual rates as per above will be effective on the employee's anniversary date for the service milestone. For example, where an employee starts work on January 1, YEAR00, the employee will accrue vacation at a rate of 1.25 days per month worked until December 31, YEAR02. Effective January 1, YEAR03, the employee will begin to accrue vacation at a rate of 1.66 days per month worked.

- 17.02** Part-time employees shall receive pro-rated vacation based on the full time equivalent (FTE) of hours worked.
- 17.03** Where the hours worked under Articles 17.01 combined with time off under Article 16.03 provides for annual vacation with pay less than the employment standards for vacation leave or vacation pay under the *Employment Standards Act, 2000*, the employee shall receive vacation leave and vacation pay in accordance with the *Employment Standards Act, 2000* in lieu of the entitlements under Article 17.02.
- 17.04** While vacation is an earned entitlement, the Employer may advance the vacation leave to be accrued during the fiscal year. Where the employee's employment terminates prior to earning the advance vacation leave used by the employee, the employee shall repay the Employer for any used but unearned vacation leave. Further, the Employer shall be entitled to set off the vacation leave advance from any outstanding wages or other entitlements to the employee.
- 17.05** Casual employees shall receive vacation leave and vacation pay in accordance with the *Employment Standards Act, 2000*.

## **17.06 Vacation Schedules**

The Employer shall determine minimum staffing requirements for all vacation periods. Vacation requests shall be submitted in writing to the Supervisor at least ten (10) days in advance of the proposed vacation dates. Requests will be granted on a first come, first served basis, subject to operational requirements.

- 17.07** Except in exceptional circumstances and subject to approval by the Executive Director, probationary employees may not schedule vacation during the first three (3) months of their employment. In the event of termination of employment of a probationary employee during the first three (3) months of their employment, vacation pay shall be calculated and paid in accordance with the *Employment Standards Act, 2000*, in lieu of the entitlements under Article 17.01. In the event of termination of the employment of a probationary employee after three (3) months of employment, the employee shall receive payment of any outstanding vacation pay accrued in accordance with Article 17.01.

## **17.08 Vacation Carry-Over**

Vacation shall be taken in the fiscal year in which it is earned. Provided that the employee has taken the minimum vacation leave required by the *Employment Standards Act, 2000*, a maximum of ten (10) days of vacation leave may be carried over from one (1) fiscal year to the next, provided that the total number of vacation leave carry-over days and banked lieu time carry-over does not exceed ten (10) days at any time. Exceptions may be made with the written approval of the Executive Director.

For example, where the Employer has adopted a fiscal year from July 1 to June 30<sup>th</sup>, vacation carry overs will be determined as of June 30<sup>th</sup>. The vacation year shall be based on the Employer's fiscal year.

## **17.09 Approved Leave of Absence During Vacation**

Where an employee is approved for paid sick leave, paid bereavement leave, or any other approved paid leave during their scheduled vacation period, there shall be no deduction from vacation credits for such absence. An employee shall notify their Supervisor immediately for any requests for paid leave during any scheduled vacation periods.

## **ARTICLE 18 – SICK LEAVE**

### **18.01 Sick Leave Defined**

- (a) Sick leave means the period of time as set out below that an employee is entitled to be absent from work with pay by virtue of being ill, injured or under treatment of a qualified health practitioner such that the employee is medically incapable of performing the duties of their employment. Mental ill-health constitutes a legitimate reason for use of sick leave.
- (b) An employee who has exhausted their family responsibility leave may access sick leave to care for children who are ill or injured.
- (c) Sick leave may also be granted where an employee is absent from work due to exposure to a communicable disease which requires that they be quarantined and otherwise prevented by order of the local medical officer of health or designate from attending work; and the employee is incapable of performing their duties as a result.

### **18.02 Amount of Paid Sick Leave**

- (a) Full-time employees are entitled to accumulate one and a quarter (1.25) days paid sick leave per month worked to a maximum of thirty (30) sick days credit at any point in time. In order to be eligible to accrue paid sick leave credits during a given month, an employee must work the working days of that calendar month unless the absence is by reason of paid leave under this Collective Agreement, including vacation leave, or any other paid/unpaid leave under the *Employment Standards Act, 2000*.
- (b) Part-time employees shall have sick leave pro-rated based on the FTE of hours actually worked to a maximum of one and a quarter (1.25) days per month to a maximum of thirty (30) days sick leave credits at any point in time.
- (c) Article 18 shall not apply to casual employees.
- (d) Under exceptional circumstances, the Board of Directors may extend the sick leave entitlements of an employee on such terms as it deems just.
- (e) While sick leave is an earned entitlement, the Employer may advance up to fifteen (15) days of sick leave (pro-rated for part-time employees or employees who have or will meet the thirty (30) day maximum) at the start of each fiscal year. For employees hired after the start of the fiscal year, the number of sick leave days advanced will also be pro-rated. Where the employee's

employment terminates prior to earning the advance sick leave used by the employee, the employee shall repay the Employer for any used but unearned sick leave. Further, the Employer shall be entitled to set off the sick leave advance from any outstanding wages or other entitlements to the employee.

### **18.03 Termination of Employment**

All accrued sick leave shall be forfeited on termination of employment, regardless of the reason, including the end of a contract. For greater clarity, on termination of employment, there shall be no cash value for accrued unused sick leave credits.

### **18.04 Medical Certificate**

- (a) An employee may be required by the Employer to provide a satisfactory medical certificate from a qualified health practitioner with respect to any sick leave in excess of three (3) consecutive days. The certificate shall certify that the employee meets the criteria set out in Article 18.01 and shall include the employee's anticipated return to work date.
- (b) Where the Employer is not satisfied with the medical information provided, the Employer may require the employee to submit to an independent medical examination paid for by the Employer. The Employer will be responsible for identifying and obtaining the services of an appropriate medical practitioner to conduct the independent medical examination. If the employee advises the Employer of any personal requirements (e.g.: language requirements), the Employer will endeavour to take such circumstances into consideration in making their selection of IME providers.
- (c) Where an employee wishes to return to work following an illness or injury, the employee may be required by the Employer to provide a satisfactory medical doctor's certificate certifying that the employee is medically able to carry out their duties.
- (d) Any costs related to a medical certificate requested by the Employer shall be reimbursed upon proof of payment.

### **18.05 Notification to Employer**

An employee who is unable to report for duty for reasons which constitute sick leave shall notify the Employer prior to 9:30 a.m. that day. This requirement may be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control, provided that the employee

notifies the Employer as soon as possible thereafter. Use of sick leave to take time off for reasons other than those permitted under Article 18.01 is serious misconduct and shall be considered to be just cause for dismissal.

## **ARTICLE 19 – LEAVES OF ABSENCE**

### **19.01 Pregnancy/Parental Leave**

Action Canada provides pregnancy leave, parental leave and benefits to eligible employees in accordance with the *Employment Standards Act, 2000*. In addition, employees are advised to review any applicable government legislation and benefits (pursuant to the Employment Insurance Act (“EI”), and for Quebec residents, the Quebec Parental Insurance Plan (“QPIP”).

### **19.02 SEB Plan**

The Employer provides a SEB Plan to Eligible employees in Accordance with Appendix 2 – Supplementary Employment Insurance Benefits Plan (SEB Plan).

### **19.03 Bereavement Leave**

- (a) Full-time employees are entitled to:
  - i. Up to five (5) consecutive days bereavement leave with pay in the event of a death of a partner, child, parent, grandparent, grandchild or sibling of the employee or their partner.
  - ii. Up to three (3) consecutive days bereavement leave with pay in the event of a death of an extended family member or close significant person to the employee, other than an individual listed in Article 19.03(a)(i). This leave shall only be available one (1) time per calendar year.
- (b) Part-time employees shall receive pro-rated bereavement leave based on the FTE of hours worked.
- (c) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.

#### **19.04 Family Responsibility Leave**

- (a) Full-time employees may be granted up to five (5) non-consecutive days of paid family responsibility leave in each calendar year. Where the full-time employee is employed for only part of the calendar year, family responsibility will be pro-rated. In exceptional circumstances, consecutive days will be allowed to be taken. Family responsibility leave will be granted to:
  - i. Undertake important family or personal responsibilities that cannot otherwise be attended to because of the work schedule; or
  - ii. Care for a close family member who is ill or injured.
- (b) Part-time employees are eligible for pro-rated family responsibility leave based on the FTE of hours worked. Casual employees are not eligible for this leave.
- (c) Family leave is not cumulative. Unused family leave will have no monetary value on resignation, termination, or at the end of a fixed term employment contract.

#### **19.05 Self-Funded Leave**

Self-funded leave shall be available in accordance with Appendix 3-Self Funded Leaves.

#### **19.06 Other Employment Standard Act Leaves**

The parties acknowledge that the leave provisions of this Agreement, sick leave, bereavement leave, and family responsibility leave constitute a greater right or benefit than the leave provisions contained in Part XIV - Leaves of absence under the *Employment Standards Act, 2000*. If, for any reason, a bargaining unit member would not be entitled to leave under this Collective Agreement in circumstances that would constitute reason for statutory leave under the *Employment Standards Act, 2000*, then the bargaining unit member shall be entitled to utilize any remaining leave they may have in accordance with the qualifying terms and conditions of the ESA. Individuals who utilize leave under this Collective Agreement for situations that qualify as leave under the *Employment Standards Act, 2000* will be deemed to have utilized statutory leave under the *Employment Standards Act, 2000*. It is also understood that an employee will first exhaust entitlements under this Collective Agreement prior to seeking any statutory leave under the *Employment Standards Act, 2000*.

**Note:** Nothing herein precludes an employee from accessing accumulated lieu time under Article 15.04 to receive unpaid statutory leave as time off with pay as

such statutory leave shall not count towards the limit of access “three (3) consecutive lieu days” at one (1) time.

### **19.07 Jury Leave**

An employee who is absent by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings which they did not initiate, are not a party to, and are not one of the persons charged, the employee shall be paid the difference between their normal earnings and the payment(s) the employee receives as a juror or a witness for up to ten (10) working days. Thereafter, time off shall be granted as a leave without pay. The employee will submit proof of service and the amount received.

### **19.08 Union Meetings**

- (a) Upon request to the Employer and subject to operational requirements, an employee elected or appointed to represent the Union at a CUPE or one of its affiliated bodies' conventions, conferences, events, or workshops may be granted a leave of absence without pay but without loss of benefits. A maximum of five (5) days leave without pay will be available annually; however, where more than one (1) person requests such leave, the five (5) days leave without pay will be shared equally amongst the employee(s) requesting such leave. Extensions to this time may be granted at the discretion of the Employer and based on operational needs.

- (b) Annual General Meeting

The Employer will allow employees to flex their time under Article 14 to obtain up to one-half (1/2) day leave, per annum to attend the Union's Annual General Meeting. An employee who is unable to flex their time may utilize accrued vacation, lieu time and/or request a one-half day leave without pay. The Union will provide the Employer with reasonable notice of such meetings. The Employer's approval shall not be unreasonably withheld.

- (c) Union Representation

An employee who is acting as the Union representative at a meeting(s) at any Step in the Grievance Process referred to in Article 8.03 or at a meeting under Article 10.01 shall not suffer any loss of regular pay or benefits for their attendance at such meeting(s). The Union shall reimburse the Employer for all salary and other costs paid under this Article in excess of twenty-four (24) hours in any calendar year. All leave for purposes of attending such meetings shall be pre-approved by the employee's Supervisor. No employee acting as a Union



representative shall accrue overtime as a result of their attendance at Grievance meeting(s).

### **19.09 Personal Unpaid Leave of Absence**

- (a) Employees who have at least two (2) years of service may request personal leave without pay for a period of up to six (6) months, by providing at least six (6) weeks' notice where possible to the Employer.
- (b) The employee's request must be made in writing to their Supervisor and must confirm the general reason for the request, the length of the requested leave as well as the anticipated return to work date. The Employer has full discretion to approve or deny the employee's request for leave under this Article.
- (c) Subject to the approval of the insurance carrier, an employee on a personal unpaid leave of absence may continue to participate in their respective insurance plan in accordance with the terms and conditions of the insurance plan. If an employee elects to continue their participation in the insurance plan, they must pay both the Employer and employee share of insurance premiums for any period that exceeds thirty (30) days of the personal leave without pay.

## **ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES**

### **20.01 Wages**

Wages for each full-time employee shall be calculated in accordance with Appendix 1 – Salary Rates. Part-time and casual employee shall receive pro-rated wages based on the FTE of hours worked. All salary payments are subject to the usual and necessary statutory and other deductions. Employees will receive a pay statement in accordance with the *Employment Standards Act, 2000*.

- 20.02** When a new position is established by the Employer, the Employer shall determine the applicable salary rates. If the Union objects to the salary rates on the basis that the job is improperly classified in comparison to other recognized positions in the Bargaining Unit, and the objection is not resolved, the classification may become the subject of a grievance and arbitration.

### **20.03 Acting Assignment**

Employee(s) may be offered acting assignments outside of the bargaining unit without loss of seniority or benefits.

### **20.04 Health and Fitness Expense**

Permanent full-time employees and temporary/term employees on contracts for a minimum duration of twelve (12) months or more will be eligible for reimbursement for fifty percent (50%) of the cost of a fitness or health club membership, enrolment in fitness classes, and/or for the purchase of fitness equipment up to a maximum of two hundred and fifty dollars (\$250) per year on submission of receipts. Approval of the Executive Director is required prior to reimbursement of expenses.

Permanent part-time employee shall receive a pro-rated health and fitness allowance maximum based on the FTE of hours worked. Casual and probationary employees are not eligible for this allowance.

### **20.05 Business Travel**

Where travel for authorized Action Canada business is required, prior approval must be obtained from the Executive Director. The Action Canada Travel Policy shall apply with respect to rules and eligibility for expense reimbursement.

### **20.06 Taxis/Ride-Share**

When an employee is required to work past 8 p.m. at the Employer's office or at an off-site location that the employee is required to attend, the Employer shall cover the costs of taxi/ride share service from Action Canada's office or off-site location to the employee's regular residence.

## **ARTICLE 21 – BENEFITS**

### **21.01 Application**

Article 21 shall not apply to casual employees or temporary/term employees employed on a contract for less than twelve (12) months. It shall apply to permanent full-time employees.

Temporary/Term employees employed for twelve (12) months or more and permanent or temporary/term part-time employees who are regularly employed for twenty (20) hours per week or more may be eligible to participate

in some, but not all of the employee benefits, subject to the eligibility requirements contained in the plans and may be subject to additional plan limits.

### **21.02 Health and Dental Group Insurance Plans**

The Employer agrees to pay one hundred percent (100%) of the billed premiums for health and dental for employees electing single/family coverage, conditional on the parties being able to meet the insurer enrolment requirements, if any. The drug benefit portion of the plan will cover only the cost of generic drugs except where prescribed otherwise by the attending health care professional. Subject to group insurer approval, employees may opt out of extended health care and dental care benefit coverage for themselves, their partner, and their children.

### **21.03 Long-Term Disability, Life Insurance, Accidental Death and Critical Illness**

Eligible employee(s) shall pay one hundred percent (100%) of the premium costs for their enrolment in long-term disability group insurance plan, conditional on the parties being able to meet the insurer enrolment requirements, if any. Eligibility requirements include a waiting period of one hundred and nineteen (119) days, per Plan terms. It is understood that LTD insurance terminates when the employee reaches age sixty-five (65). All employees while they are receiving benefits under the LTD Plan will be eligible to maintain enrolment in health, extended health and dental benefits under the Collective Agreement, provided they meet the eligibility criteria under the Plan, for a maximum period of two (2) years.

### **21.04 Life Insurance, Accidental Death and Critical Illness**

Eligible employee(s) shall pay fifty per cent (50%) and the Employer shall pay fifty per cent (50%) of the premium costs for their enrolment in Life Insurance, Accidental Death and Dismemberment, and Critical Illness.

### **21.05 Employee Assistance Program (EAP)**

The Employer shall pay one hundred percent (100%) of the premium costs with respect to an EAP program.

### **21.06 Claims**

All claims regarding benefits shall be subject to the master contract with the particular carrier or carriers. It is understood that if there is a dispute involving eligibility and/or continuance of a benefit, including a dispute resulting from the medical opinion of a third party, the dispute will be between the employee and

the carrier. The Employer's obligations under Article 21 are limited to the payment of its portion of premiums for insurance coverage. No dispute arising under or relating to insurance claims, coverage, selection of carriers or the insurance plan will be subject to the grievance and/or arbitration procedures, save and except where the Employer has failed to pay and/or remit its share of the premiums required to purchase the insurance coverage. The benefits covered under this Article are effective in accordance with the terms of the plan, including any waiting periods.

## **ARTICLE 22 – RRSP**

### **22.01 Eligibility**

Article 22 shall not apply to casual employees or to Term/Temporary employees who are employed on a contract of less than twelve (12) months. Permanent full-time and permanent part-time employees and those on a temporary/term employment contract of twelve (12) months or longer are eligible to receive the provisions of Article 22.02. Where a term contract is initially less than twelve (12) months but extended for a period which together exceeds twelve (12) months, RRSP shall only apply going forward and there will be no retroactive adjustments.

### **22.02 RRSP Contribution**

The Employer will contribute a sum of equal to five percent (5%) of gross annual salary to a registered retirement savings plan for eligible employee, payable at the beginning of each month. As a condition of payment, each eligible employee shall contribute one percent (1%) of their gross annual salary to the registered retirement savings plan, which shall be deducted each pay period.

## **ARTICLE 23 – Performance Review**

### **23.01 Performance Review**

The parties agree that the Employer has final responsibility for the assignment of work and the review of employee performance. Employees shall have the opportunity to review their Performance Review results with their Supervisor prior to placement of the Performance Review on their file. Where on the job

training opportunities/options are identified and mutually agreed by the Employer and the affected employees, such training will be considered as normal time worked and shall be paid for in accordance with the terms of this Agreement. Employee performance reviews are not considered disciplinary in nature and the Performance Review results shall not be subject to the grievance and/or arbitration process.

## **ARTICLE 24 – Health & Safety**

**24.01** The parties acknowledge that the *Occupational Health and Safety Act* sets out the duties and responsibilities of the Employer, employee(s) and the Union in the workplace and the parties agree to comply with any obligations required under the Act.

### **24.02 Crossing of Picket Lines During Strike**

Where an employee may be required to cross a picket line of striking or locked out employees, the Employer and Unit Chair (or designate) will meet to attempt to resolve each instance on a case-by-case basis.

## **ARTICLE 25 – TERM OF AGREEMENT**

### **25.01 Term of Agreement**

The Agreement is effective from January 1, 2024 and will end December 31, 2026. The terms of this agreement continue to be in effect until the conclusion of negotiations.

### **25.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by written agreement at any time during the existence of this Agreement.

### **25.03 Notice of Intention to Bargain**

Within ninety (90) but not less than thirty (30) days before the expiry date of the Agreement either Party may give notice in writing to the other Party of its intention to bargain collectively to conclude a new agreement.

SIGNED electronically by Adobe E-sign this 9<sup>th</sup> day of April 2024.

FOR THE EMPLOYER



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FOR THE UNION



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M. Rehman

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Nairra Tariq  
Nairra Tariq (Apr 18, 2024 12:48 EDT)

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# LETTER OF UNDERSTANDING #1 – 4-DAY WORKWEEK

The Parties agree to discuss, during the term of the current collective agreement, at the Labour Management Committee, the possibility of implementing a 4-day workweek. It is understood that there is no commitment to implement a 4-day week.

**SIGNED electronically by Adobe E-sign this 9<sup>th</sup> day of April 2024.**

**FOR THE EMPLOYER**



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**FOR THE UNION**



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Nairra Tariq  
Nairra Tariq (Apr 18, 2024 12:48 EDT)

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## APPENDIX 1 – ANNUAL SALARY RATES

POSITION	ANNUAL SALARY RATE @ Effective JANUARY 1, 2024	ANNUAL SALARY RATE @ Effective JANUARY 1, 2025	ANNUAL SALARY RATE @ Effective JANUARY 1, 2026
Access Line Navigator	\$ 63,945	\$ 65,863	\$67,839
Communications and Social Marketing Officer	\$ 63,945	\$ 65,863	\$67,839
Web, Database, & IT Coordinator	\$ 63,945	\$ 65,863	\$67,839
Public Affairs Officer	\$ 63,945	\$ 65,863	\$67,839
Public Engagement Officer	\$ 63,945	\$ 65,863	\$67,839
Communications Officer (2)	\$ 63,945	\$ 65,863	\$67,839
Finance Officer 2	\$ 63,945	\$ 65,863	\$67,839
Donor Relations Officer	\$ 63,945	\$ 65,863	\$67,839
Fund Development Officer	\$ 63,945	\$ 65,863	\$67,839
<u>Policy and Advocacy Officer</u>	\$ 63,945	\$ 65,863	\$67,839
Project Coordinator-RFTS	\$67,142	\$69,156	\$71,231
Health Promotion Officer	\$67,142	\$69,156	\$71,231
Finance Officer 1	\$67,142	\$69,156	\$71,231
Access Line Program Manager	\$74,603	\$76,841	\$79,146



## **APPENDIX 2 – SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFITS PLAN (SEB Plan)**

Action Canada will provide supplementary employment insurance benefits to all eligible permanent full time and part time employee(s) who are on an approved pregnancy and/or parental leave in accordance with the *Employment Standards Act, 2000*, and in receipt of maternity and/or parental Employment Insurance (EI) Benefits under the *Employment Insurance Act*, as amended from time to time. The Employment Standards Act, 2000 (ESA) provides eligible employees who are pregnant or are new parents with the right to take unpaid time off work. These leaves are defined in the ESA as pregnancy and parental leave.

Pregnancy Leave: Pregnant employees are entitled to a leave of absence without pay of up to 17 weeks, unless the due date falls fewer than 13 weeks after the commencement of employment.

Parental Leave: An employee who has been employed by their employer for at least 13 weeks and who is the parent of a child, as defined in the ESA, as amended, is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. An employee's parental leave ends 61 weeks after it began, if the employee also took pregnancy leave, and 63 weeks after it began, otherwise.

Parental leave is not part of pregnancy leave and so an employee may be eligible for both pregnancy and parental leave. In addition, the right to a parental leave is independent of the right to pregnancy leave.

SEB Plan benefits will be paid for a maximum of twenty-eight (28) weeks total, whether the employee is on pregnancy leave or parental leave, provided that the employee is in receipt of EI Benefits for the period for which benefits are paid.

### **(i) Amount and Frequency**

#### ***During the One (1) Week EI Waiting Period***

For the one (1) week EI waiting period, SEB Plan benefits will be paid in an amount equivalent to one hundred percent (100%) of the employee's pre-leave weekly rate of pay, less any other monies earned during this period.

#### ***Pregnancy Leave – EI Maternity Benefits***

An employee who is on pregnancy leave as provided for under this Agreement and who has applied for and is in receipt of EI maternity benefits shall be entitled to receive the supplemental employment benefit for each week the employee receives EI maternity benefits up to a maximum of fifteen (15) weeks.

SEB Plan benefits in these circumstances will be paid in the amount calculated on the difference between the EI or Québec Parental Insurance Plan (QPIP) benefits the employee is eligible to receive and ninety six percent (96%) of their pre-leave weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI or QPIP benefits to which the employee would have been eligible if no extra moneys had been earned during this period.

***Parental Leave – Standard EI Parental Benefits***

An employee who is on parental leave as provided for under this Agreement and who has applied for and is in receipt of standard EI parental benefits, shall be entitled to receive the supplemental employment benefit for each week the employee receives standard EI parental benefits up to a maximum of twenty-seven (27) weeks. Except where the employee was also in receipt of the supplemental employment benefit for EI maternity benefits for fifteen (15) weeks, in which case the employee shall be entitled to receive the supplemental employment benefit up to maximum of twelve (12) weeks.

SEB Plan benefits in these circumstances will be paid in the amount calculated on the difference between the EI or Québec Parental Insurance Plan (QPIP) benefits the employee is eligible to receive and ninety six percent (96%) of their pre-leave weekly rate of pay, less any other monies earned during the period which may result in a decrease in EI or QPIP benefits to which the employee would have been eligible if no extra moneys had been earned during this period.

***Parental Leave - Extended EI Parental Benefits***

An employee who is on parental leave as provided for under this Agreement and who has applied for and is in receipt of extended EI parental benefits, shall be entitled to receive the supplemental employment benefit for each week the employee receives extended EI parental benefits up to a maximum of twenty-seven (27) weeks. Except where the employee was also in receipt of the supplemental employment benefit for EI maternity benefits for fifteen (15) weeks, in which case the employee shall be entitled to receive the supplemental employment benefit up to maximum of twelve (12) weeks.

Where an employee elects to receive extended EI parental benefits pursuant the Employment Insurance Act, the amount of any Supplemental Employment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive standard EI parental benefits pursuant to the Employment Insurance Act.

### ***Maximum Amount***

The maximum combined maternity and parental SEB Plan benefits payable to an individual or an employee couple shall not exceed twenty-eight (28) weeks combined maternity and parental leave without pay, inclusive of the waiting period.

If the SEB Plan benefits from Action Canada result in the employee receiving benefits which amount to more than ninety-six (96%) (exclusive of RRSP contributions) of their pre-leave base salary at any time during their leave, the supplementary parental benefit provided by Action Canada will be reduced accordingly.

### ***RRSP Contributions***

Action Canada will also contribute an amount of up to five percent (5%) of the amount of SEB Plan benefits into the employee's designated RRSP account.

## **(ii) Eligibility for Leave and Benefits**

An employee will be eligible for SEB Benefits under the terms of this Plan on the following terms:

- (a) The employee must have completed six (6) months of continuous employment prior to the commencement of their pregnancy/parental leave;
- (b) The employee shall provide proof to the Employer that they have applied for and are eligible to receive maternity and/or parental benefits from Employment Insurance or the Québec Parental Insurance Plan (QPIP), and
- (c) In the case of a biological parent, the employee will provide the Employer with the date of birth.
- (d) When the employee is a non-gestational parent, the employee shall provide proof of their relationship to the child, such as the birth certificate confirming they are the child's parent and/or proof of shared residence with the child.
- (e) In the case of adoptive parents, a copy of the adoption certificate or similar official documentation certifying the date when the child came into the official care and custody of the employee;
- (f) The parties recognize the legal aspects of leave and benefits are governed by legislation that is subject to change and as such, the employee shall provide such additional information as may be required to determine eligibility;

- (g) The employee shall enter into a signed written agreement with the Employer stating that:
- a. the employee will return to work on the expiry date of their pregnancy and/or parental leave, unless this date is modified with the Employer's consent;
  - b. following their return to work, the employee will return to work for a period of at least six (6) months, exclusive of periods of inactive service;
  - c. should the employee fail to return to work, for reasons other than death, total disability or lay-off, the employee recognizes that they will be indebted to the Employer for the full amount of SEB benefits received. In the event the employee returns to work but fails to work for the total period specified in (b), the repayment amount will be pro-rated based on the period of post-leave service.

### APPENDIX 3 – SELF FUNDED LEAVES

The Employer recognizes the potential of self-funded leave to help achieve both employee and Employer goals. Therefore, subject to operational requirements, the Employer will make every effort to accommodate employees applying for self-funded leave.

<b>Deferral Period (in Years)</b>	<b>Salary Deferred per Year</b>	<b>Annual Salary payable during Deferral Period</b>	<b>Salary Payable During Leave Period</b>
1	33 1/3% (\$10,000)	66 2/3% (\$20,000)	33 1/3% (\$10,000)
2	33 1/3% (\$10,000)	66 2/3% (\$20,000)	66 2/3% (\$20,000)
2	25% (\$7,500)	75% (\$22,500)	50% (\$15,000)
3	25% (\$7,500)	75% (\$22,500)	75% (\$22,500)
3	20% (\$6,000)	80% (\$24,000)	60% (\$18,000)
4	20% (\$6,000)	80% (\$24,000)	80% (\$24,000)
4	25% (\$7,500)	75% (\$22,500)	100% (\$30,000)
5	20% (\$6,000)	80% (\$24,000)	100% (\$30,000)
5	15% (\$4,500)	85% (\$25,500)	75% (\$22,500)
6	10% (\$3,000)	90% (\$27,000)	60% (\$18,000)
6	15% (\$4,500)	85% (\$25,500)	90% (\$27,000)

## **Definitions**

- ***Self-funded leave*** means an authorized leave without pay of between six (6) and twelve (12) consecutive months.
- ***Income deferral period*** refers to the period of time when the employee is working and being paid a reduced level of salary. During this time period, the balance of the employee's salary is placed in a trust account to fund the self-funded leave.

## **Qualifications**

- Employees who have at least four (4) years of continuous full-time employment with the Employer or who will have four years of continuous employment with the Employer at the start of the proposed self-funded leave period are eligible to apply.
- The employee must provide the Employer with a written undertaking that the employee will continue to work for the Employer for not less than one year following the employee's return from work from the self-funded leave.

## **Applications**

- All requests for self-funded leave must be made in writing to the Executive Director, not less than three months prior to the beginning of the income deferral period, or, where no income deferral is sought, not less than six months prior to the beginning of the self-funded leave.

## **Terms**

- The employee may use the self-funded leave for any purpose within the terms of the Federal Income Tax regulations provided the purpose is, in the determination of the Employer, mutually beneficial to the employee and the Employer.
- In the event that an application for self-funded leave is denied, the Employer shall provide the employee with written notification and the reason for the decision.
- While on a self-funded leave, the employee must not work for, or provide any services for remuneration from the Employer.
- The employee may apply for a leave of absence of at least six (6) months and not longer than twelve months. The leave must start within six years of the date of the first salary deferral and directly following the end of the salary deferral period.
- To fund this leave, the employee can opt to have a portion of the employee's salary [up to thirty-three and one third percent (33 1/3%)] for a period prior to the leave paid into an interest-bearing trust account. During the employee's leave of absence, the employee would be paid the amount set aside in this trust account in regular roughly-equivalent instalments.

- Examples of salary deferral arrangements are set out in Table I.

### **During the Salary Deferral Period**

- The amount of salary deferred in any one year may not exceed thirty-three and one third percent (33 1/3 %) of the employee's normal annual salary.
- The deferred salary will be held in a separate trust account.
- Interest will be credited to the account monthly. This accumulated interest will be paid to the employee at the end of each calendar year during the deferral period.
- This interest is taxable in the calendar year in which it is earned and must be reported by the employee on the employee's personal income tax return for that year. The Employer will provide the employee with the appropriate tax form to allow for this reporting.
- Retirement plan contributions are based on the employee's nominal salary.
- Income Tax and Canada Pension Plan contributions are based on the employee's reduced salary.
- Employment Insurance, Life Insurance and Long-Term Disability premiums and benefits are based on the employee's normal [one hundred percent (100%)] salary.
- Extended Health Care premiums remain the same.
- Vacation and sick leave credits will accumulate as if the employee was receiving one hundred percent (100%) of salary.

### **During the Leave Period**

- Income tax and Canada Pension Plan contributions will be deducted from the deferred salary payments.
- The period of leave does not qualify as a period of insurable employment. Consequently, any leave period of more than thirty-two (32) weeks may leave an employee with insufficient insured weeks to qualify for EI benefits if the employee were laid off following the leave.
- The employee may choose to continue benefit coverage for life Insurance, Long Term Disability and Extended Health Care. Premiums for coverage under these plans will be the employee's responsibility.
- Vacation and sick leave credits will not accrue.

- The deferred salary will be paid to the employee in equal installments on the regular pay dates during the leave period. Required source deductions on the deferred salary will be made by the Employer.

### **Return from Leave**

- Subject to continued funding and operational requirements, the employee has the right to return to the same position held prior to going on the self-funded leave.
- Vacation and sick leave will not accrue while an employee is on a self-funded leave. However, vacation and sick leave balances that had accrued prior to the leave will be reinstated.

### **Cancellation of Leave**

- It is expected that employees who join the plan will follow-through on their commitment, except in the case of unforeseen or extenuating circumstances.
- An employee may withdraw from the plan up to three (3) months prior to the date of the scheduled leave.
- The employee must inform the Executive Director in writing of the employee's intention to withdraw from the plan.
- On leaving the plan, the employee will receive the amount of salary accumulation (less statutory deductions) plus any interest not already paid.
- Withdrawal from the plan will not be a bar to an employee applying at a later date.
- In the event that an employee dies while participating in the plan, any balance in the account at the time of death will be paid to the employee's estate.

### **Other Considerations**

- Participation in a self-funded leave plan has implications for the employee for pension provisions and income tax. These implications, and the laws and regulations governing income tax, the Canada Pension Plan and Registered retirement Savings Plans, may change from time to time. It is the responsibility of the employee to be fully aware of the effect of participating in a self-funded leave plan.